

File No. 221006

Committee Item No. 9

Board Item No. 12

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date October 19, 2022

Board of Supervisors Meeting Date October 25, 2022

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Grant Information Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Grant Scope – Cost Estimate</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>RPC Resolution No. 2110-005 10/21/2021</u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
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Completed by: Brent Jalipa Date October 13, 2022

Completed by: Brent Jalipa Date October 21, 2022

1 [Accept and Expend Grant - Retroactive - California Department of Parks and Recreation -
2 Twin Peaks Promenade and Trails Improvement - \$1,900,000]

3 **Resolution retroactively authorizing the Recreation and Park Department (RPD) to**
4 **accept and expend grant funding in the amount up to \$1,900,000 from the California**
5 **Department of Parks and Recreation for the Twin Peaks Promenade and Trails**
6 **Improvement Project for the term of July 1, 2020, through June 30, 2025; approving the**
7 **grant contract which requires the Recreation and Park Department to maintain the**
8 **project for the duration of the Contract Performance Period from July 1, 2020, through**
9 **June 30, 2050, pursuant to Charter, Section 9.118(b); and authorizing the Recreation**
10 **and Park Department General Manager to enter into modifications and amendments to**
11 **the grant contract that do not materially increase the obligations or liabilities to the City**
12 **and are necessary to effectuate the purposes of the project or this Resolution.**

13
14 WHEREAS, Proposition 68, the California Drought, Water, Parks, Climate, Coastal
15 Protection, and Outdoor Access for All Act of 2018 was approved by the voters on June 5,
16 2018; and

17 WHEREAS, The California Department of Parks and Recreation ("Department")
18 administers Proposition 68 funds under its Regional Park Program, which makes funds
19 available for improvements to regional parks; and

20 WHEREAS, On October 21, 2021, the San Francisco Recreation and Park
21 Commission adopted Resolution No. 2110-005 approving the Recreation and Park
22 Department's ("RPD's") application for Regional Park Program funds for the Twin Peaks
23 Promenade and Trails Improvement Project, authorizing the RPD General Manager to
24 negotiate agreements with the State concerning the administration of the grants, and
25

1 recommending that the Board of Supervisors approve the grant contract and authorize RPD to
2 accept and expend the grant; and

3 WHEREAS, RPD identified the Twin Peaks Promenade and Trails Improvement
4 Project as a competitive candidate for the Regional Park Program and submitted a grant
5 application for the Project requesting \$1,900,000 in funding (the "Grant"); and

6 WHEREAS, As a condition of receiving the Grant, RPD is required to agree to the
7 terms of the attached Grant Contract substantially in the form as the draft contract which is on
8 file with the Clerk of the Board under File No. 221006 and which is hereby declared to be part
9 of this Resolution as if set forth fully herein; and

10 WHEREAS, Relevant terms of the Grant Contract include completion of the project by
11 June 30, 2025, and an agreement to continue operating the property for public recreation for
12 the duration of the contract performance period July 1, 2020, through June 30, 2050; and

13 WHEREAS, The Grant terms prohibit including indirect costs in the grant budget; and

14 WHEREAS, The Grant will not require an amendment to the Annual Salary Ordinance;
15 now, therefore, be it

16 RESOLVED, That the Board of Supervisors retroactively authorizes the Recreation and
17 Park Department to accept and expend the Grant; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
19 indirect costs as part of this Grant budget; and, be it

20 FURTHER RESOLVED, That the Board of Supervisors approves the Grant Contract;
21 and, be it

22 FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General
23 Manager to enter into any modifications and amendments to the Grant Contract, including to
24 any of its exhibits, and authorizes the RPD General Manager to execute further agreements
25 related to the Project, that the RPD General Manager determines, in consultation with the City

Attorney, are in the best interests of the City and do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Project or this Resolution, and are in compliance with all applicable laws, including the City's Charter; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the General Manager, or their Designee to record a Declaration of Restriction with the Assessor-Recorder on the Twin Peaks Open Space Assessor's Parcel Block No. 2643, Lot No 006, Assessor's Parcel Block No. 2643, Lot No. 007, Assessor's Parcel Block No. 2643, Lot No. 009, Assessor's Parcel Block No. 2643, Lot No. 014, Assessor's Parcel Block No. 2643, Lot No. 027 to provide notice of the restrictions that shall apply for the duration of the Contract Performance Period from July 1, 2020, through June 30, 2050; and, be it

FURTHER RESOLVED, That within 30 days of the Grant Contract being fully-executed by all parties, RPD shall provide the final Grant Contract to the Clerk of the Board for inclusion into the official file.

Recommended:

Approved: _____/s/_____

Mayor

/s/

Department Head

Approved: _____/s/_____

Controller

File Number: 221006
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Regional Park Program Grant - Twin Peaks Promenade and Trails Improvement Project

2. Department: Recreation and Park

3. Contact Person: Toni Moran

Telephone: (415) 794-8173

4. Grant Approval Status (check one):

☒ [X] Approved by funding agency

☐ [] Not yet approved

5. Amount of Grant Funding Approved or Applied for: up to \$1,900,000

6a. Matching Funds Required: None

b. Source(s) of matching funds (if applicable): N/A

7a. Grant Source Agency: California Department of Parks and Recreation

b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary: The project consists of converting a closed roadway into linear park promenade (resurfacing a portion of the roadway, removing the concrete barrier at road's edge, installing interpretive signage and simple site amenities such as bike racks and rustic boulder seating), improvement of existing trail from Muni stop on adjacent neighborhood street (Crestline) to the promenade, and connecting the promenade with the rest of the trails system via wayfinding and trailhead signs. The project would be completed in conjunction with the Priority Conservation Area Grant scope that includes improvements to the Bay Area Ridge Trail alignment on the existing trail network within the Twin Peaks Open Space to control erosion, improve walking and running experience and restore native plants.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: July 1, 2020

End-Date: June 30, 2025

10a. Amount budgeted for contractual services: ~\$1,500,000

b. Will contractual services be put out to bid? Yes

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes

d. Is this likely to be a one-time or ongoing request for contracting out? One time only

11a. Does the budget include indirect costs?

☐ [] Yes

☒ [X] No

b1. If yes, how much? \$0

b2. How was the amount calculated? Not Applicable

c1. If no, why are indirect costs not included?

☒ [X] Not allowed by granting agency☐ [] To maximize use of grant funds on direct services☐ [] Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?

The cost of department and division overhead associated with Recreation and Park and Public Works Staff.

12. Any other significant grant requirements or comments: Grant funds are provided on a reimbursement basis. Project Status reports required with every reimbursement request. The Grant Contract Period commences on July 1, 2020 and ends on June 30, 2050.

****Disability Access Checklist** (Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

☒ [X] Existing Site(s)☒ [X] Existing Structure(s)☐ [] Existing Program(s) or Service(s)☐ [] Rehabilitated Site(s)☐ [] Rehabilitated Structure(s)☒ [X] New Program(s) or Service(s)☐ [] New Site(s)☐ [] New Structure(s)

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access; and
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Arfaraz Khambatta

(Name)

San Francisco Public Works Building Design and Construction Disability Access Coordinator

(Title)

Date Reviewed: 8/23/2022

DocuSigned by:



E3E83A2E5A3DAB9

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg

(Name)

General Manager, Recreation and Park Department

(Title)

Date Reviewed: 8/23/2022

DocuSigned by:



AF27F6596709494

(Signature Required)

Twin Peaks Promenade and Trails Improvement Project

Project Budget		Funding Sources	
Construction including PM and CA	\$3,071,330	Prop. 68 - Regional Park Program Grant	\$1,900,000
Soft Costs	\$428,670	Priority Conservation Area Grant	\$500,000
		2020 Health and Recovery Bond	\$750,000
		Habitat Conservation Fund Grant	\$350,000
Total Project Budget	\$3,500,000	Total Funding Sources	\$3,500,000

Competitive Grant Program Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX	Funding Source	FISCAL YEAR	
				OBJ. EXPEND	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER				DATE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [grantee name] (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as “COMPETITIVE GRANT PROGRAM GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “GUIDES” means (1) the document identified as the “Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital Improvement Projects” and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of

legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
2. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
3. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
4. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

5. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR (see page **Error! Bookmark not defined.**, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

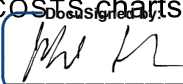
Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

GRANT SCOPE/COST ESTIMATE FORM (CHECKLIST #5)**GRANT SCOPE/COST ESTIMATE FORM**

Follow the directions starting on page 34.

GRANT SCOPE ITEMS	
ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, and cost	
DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	ESTIMATED COST
Construct new promenade with multi-use trail	\$ 1,691,664.00
Renovate and re-align access trail	\$ 248,851.00
Renovate and realign two Bay Area Ridge Trail segments	\$ 1,130,815.00
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES (A)	\$ 3,071,330.00
Total Estimated PRE-CONSTRUCTION COST (B)	\$ 428,670.00
TOTAL PROJECT COST (A+B)	\$ 3,500,000.00
Requested GRANT Amount	\$ 1,900,000.00
Estimated amount of the GRANT to be charged to PRE-CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)	\$ 192,468.00

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables, and that all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before the final GRANT payment will be made. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts starting on page 49 before creating a cost estimate.



AUTHORIZED REPRESENTATIVE Signature

07/19/2022

Date

Twin Peaks Promenade and Trails Improvement Project

Project Budget		Funding Sources	
Construction including PM and CA	\$3,071,330	Prop. 68 - Regional Park Program Grant	\$1,900,000
Soft Costs	\$428,670	Priority Conservation Area Grant	\$500,000
		2020 Health and Recovery Bond	\$750,000
		Habitat Conservation Fund Grant	\$350,000
Total Project Budget	\$3,500,000	Total Funding Sources	\$3,500,000



DEPARTMENT OF PARKS AND RECREATION
P.O. Box 942896 • Sacramento, CA 94296-0001
(916) 653-7423

Armando Quintero, Director

August 18, 2022

Toni Moran
Senior Administrative Analyst
City & County of San Francisco RPD
49 South Van Ness, Suite 1220
San Francisco, CA 94103

Re: Project Number: RX-38-003, Twin Peaks Open Space, \$1,900,000

Dear Toni Moran:

Congratulations! The Department of Parks and Recreation is pleased to inform you that the project above has been selected for funding through the Proposition 68 Regional Park Program (RPP).

Programs such as the Regional Park Program help advance the "[Outdoor Access for All](#)" initiative championed by Governor Gavin Newsom and First Partner Jennifer Siebel Newsom. This effort expands outdoor access to park poor and disadvantaged communities throughout California.

We look forward to working with your agency to ensure successful completion of the project. Your project file has been transferred to the Department's Office of Grants and Local Services grant administration section. Your grant administration Project Officer will contact you soon to schedule a mandatory grant administration technical assistance workshop. As a reminder, funding is not guaranteed until the grant contract is signed by your agency's authorized representative and the State of California. If you have any questions, please contact the Grant Administration Project Officer Anne Davigeadono at Anne.Davigeadono@parks.ca.gov.

We appreciate our partnership to provide new recreational opportunities to improve the health and quality of life of Californians. Again, congratulations on this project selection!

Sincerely,

A handwritten signature in blue ink, appearing to be "Armando Quintero", with a long horizontal stroke extending to the right.

Armando Quintero, Director
California State Parks

cc: Project file

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 2110-005

**APPROVING APPLICATION FOR REGIONAL PARK PROGRAM
GRANT FUNDS FOR TWIN PEAKS PROMENADE
AND TRAILS IMPROVEMENT PROJECT**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Regional Park Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project; now, therefore, be it

RESOLVED that the Recreation and Park Commission hereby:

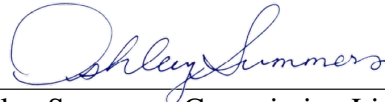
APPROVES THE FILING OF AN APPLICATION FOR TWIN PEAKS PROMENADE AND TRAILS IMPROVEMENT PROJECT; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the General Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Adopted by the following vote

Ayes	6
Noes	0
Absent	1

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on October 21, 2021.



Ashley Summers, Commission Liaison



London N. Breed, Mayor
Philip A. Ginsburg, General Manager

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Philip A. Ginsburg, General Manager
Recreation and Park Department

DATE: August 23, 2022

SUBJECT: Accept Expend and Approval of Subject Grant Contract

GRANT TITLE: Regional Park Program Grant –Twin Peak Promenade and Trails Improvement Project

Attached please find the original and 4 copies of each of the following:

X Proposed grant accept and expend resolution; original signed by Department Head, Controller's Office, and Mayor

X Grant Information Form

X Grant Budget

X Recreation and Park Commission Resolution

X Grant Contract Template

X Grant Award Letter

Special Timeline Requirements: September approval request to maintain project schedule.

Departmental representative to receive a copy of the adopted resolution:

Name: Toni Moran

Phone: 415 794-8173

Interoffice Mail Address:

Certified copy required Yes ☐

No ☒

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient)